

2-188A070

TAFT, STETTINIUS & HOLLISTER

1800 STAR BANK CENTER
425 WALNUT STREET
CINCINNATI, OHIO 45202-3957

WASHINGTON, D.C. OFFICE
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COLUMBUS, OHIO 43215-3022
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June 29, 1992

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, D.C. 20423
Attn: Mildred Lee
Room 2303

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Partial Termination of Lease Agreement, a secondary document, dated April 10, 1992. The primary document to which this is connected is recorded under Recordation No. 8789. We request that this assignment be cross indexed.

The names and addresses of the parties to the document are as follows:

ASSIGNEE: The David J. Joseph Company
300 Pike Street
Cincinnati, Ohio 45202

ASSIGNOR: Soo Line Railroad Company
Box 530
Minneapolis, MN 55440

The equipment covered by the enclosed document is six (6) all steel, 100-ton twin ballast railroad cars bearing reporting marks MILW 341454, MILW 341473, MILW 341481, MILW 341494, MILW 341509 and MILW 341531.

A fee of \$16.00 is enclosed. Please return the original executed copy of the enclosed document to:

Philip F. Schultz, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
425 Walnut Street
Cincinnati, OH 45202-3957

Ms. Mildred Lee
June 29, 1992
Page 2

A short summary of the document to appear in the index follows:

Partial Termination of Lease Agreement between Soo Line Railroad Company, Box 530, Minneapolis, MN 55440 and The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202 dated April 10, 1992 and covering six (6) all steel, 100-ton twin ballast railroad cars bearing reporting marks MILW 341454, MILW 341473, MILW 341481, MILW 341494, MILW 341509 and MILW 341531.

Please call me if you should have any questions.

Yours truly,

A handwritten signature in dark ink, appearing to read "Philip F. Schultz", with a long horizontal flourish extending to the right.

Philip F. Schultz
Attorney for
The David J. Joseph Company

PFS/bv
Enclosure

iccmm.djj

Interstate Commerce Commission
Washington, D.C. 20423

7/6/92

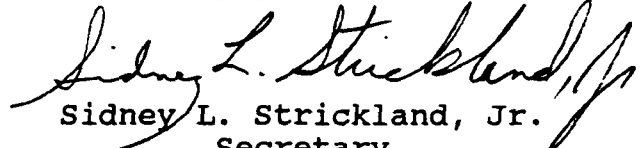
OFFICE OF THE SECRETARY

Philip F. Schultz, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202 3957

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/6/92 at 3:05PM, and assigned recordation number(s). 17862, 8789-E and 8789-F.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

8789-E
RECORDED 12 NO 143

JUL 6 1932 -3 05 PM

CERTIFICATE

INTERSTATE COMMERCE COMMISSION

The undersigned, Stephen M. Griffith, Jr., a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

Stephen M. Griffith, Jr.
Notary Public/

STEPHEN M. GRIFFITH, JR., Attorney at Law
NOTARY PUBLIC STATE OF OHIO
My Commission has no expiration
Date: Section 147.03 O.R.C.

8789-10
MIL 6 1992-3 05 PM

PARTIAL TERMINATION OF LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Partial Termination of Lease Agreement (the "Agreement") is given pursuant to that certain Railroad Car Lease Agreement, dated April 1, 1977 (the "Lease") between The David J. Joseph Company, successor to Greenlease Company, a division of Greenville Steel Car Company, as lessor (the "Lessor") and Soo Line Railroad Company, successor in interest to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as lessee (the "Lessee"), with respect to the items of equipment listed in SCHEDULE A hereto (hereinafter referred to as the "Terminated Equipment").

WHEREAS, Lessor and Lessee executed the Lease, dated April 1, 1977, relating to certain equipment, including the Terminated Equipment described in SCHEDULE A hereto;

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission ("ICC") on April 25, 1977 with recordation number 8789;

WHEREAS, Lessor and Lessee desire to terminate and cancel the Lease with respect to the Terminated Equipment and to record this termination and cancellation;

WHEREAS, all interest, of the Lessee, its successors and assigns, in the Terminated Equipment, including, but not limited to possessory, ownership, or leasehold interest, shall be terminated with the execution of this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The Terminated Equipment is being returned by Lessee to Lessor and its assigns in accordance with terms and conditions of the Lease, including, but not limited to movement at no cost, risk, or expense to Lessor of the Terminated Equipment to any point of interchange of Lessee's railroad as shall be reasonably designated by Lessor. Upon acceptance of the Terminated Equipment by the receiving carrier at the point of interchange at which the Terminated Equipment is delivered to Lessor or its assigns, the Lessor accepts the Terminated Equipment "as is" and agrees that its condition fully complies with the terms of the Lease. Lessee is responsible for the cost of any repairs for interchange defects or damage to the Terminated Equipment found by the receiving carrier at the point of interchange referenced within this paragraph.

The obligations of the Lessee under the Lease to Lessor with respect to the Terminated Equipment shall cease with the execution of this Agreement and the delivery of the Terminated Equipment through the point of interchange specified by Lessor or its assigns as provided above.

The Lessor and its assigns shall have the right to a one-time movement of the Equipment with the current reporting marks beyond the Lessee's railroad to the final destination. Lessor agrees that the Terminated Equipment will be remarked removing the MILW reporting marks prior to first loading.

Notwithstanding the execution of this Agreement, Lessor and Lessee are liable for all obligations, if any, with respect to the Terminated Equipment, which, as provided by the Lease, shall survive the cancellation, termination, or expiration of the Lease.

The obligations of the Lessee as a handling line under the AAR Interchange Rules with respect to the delivery of the Terminated Equipment to the point of interchange at which the Terminated Equipment is delivered to Lessor or its assigns are in no way affected by this Agreement.

2. Notwithstanding the execution of this Agreement, all other terms and conditions of the Lease shall remain in full force and effect.

3. Lessor and Lessee, upon performance of the obligations herein, hereby terminate and cancel the Lease, with respect to the Termination Equipment.

4. All interest of the Lessee, its successors and assigns in the Terminated Equipment including, but not limited to possessory, ownership, or leasehold interest, is hereby terminated.

5. The parties agree to record this Agreement with the ICC so as to release the lien against the Terminated Equipment constituted by the Lease.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

7. This Agreement may be executed by the parties hereto in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Agreement to be duly executed by their authorized officers as of this 29th day of May, 1992.

WITNESS:

Susan L. Hardinburg
[Signature]

THE DAVID J. JOSEPH COMPANY (LESSOR)

BY: [Signature]

TITLE: VICE PRESIDENT

WITNESS:

SOO LINE RAILROAD COMPANY (LESSEE)

BY: _____

TITLE: _____

Notwithstanding the execution of this Agreement, Lessor and Lessee are liable for all obligations, if any, with respect to the Terminated Equipment, which, as provided by the Lease, shall survive the cancellation, termination, or expiration of the Lease.

The obligations of the Lessee as a handling line under the AAR Interchange Rules with respect to the delivery of the Terminated Equipment to the point of interchange at which the Terminated Equipment is delivered to Lessor or its assigns are in no way affected by this Agreement.

2. Notwithstanding the execution of this Agreement, all other terms and conditions of the Lease shall remain in full force and effect.

3. Lessor and Lessee, upon performance of the obligations herein, hereby terminate and cancel the Lease, with respect to the Termination Equipment.

4. All interest of the Lessee, its successors and assigns in the Terminated Equipment including, but not limited to possessory, ownership, or leasehold interest, is hereby terminated.

5. The parties agree to record this Agreement with the ICC so as to release the lien against the Terminated Equipment constituted by the Lease.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

7. This Agreement may be executed by the parties hereto in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Agreement to be duly executed by their authorized officers as of this _____ day of May, 1992.

WITNESS:

THE DAVID J. JOSEPH COMPANY (LESSOR)

BY: _____

TITLE: _____

WITNESS:

SOO LINE RAILROAD COMPANY (LESSEE)

BY: JA. [Signature]

TITLE: Chief Engineer

PARTIAL TERMINATION OF LEASE AGREEMENT

SCHEDULE A

(For the lease dated April 1, 1977 between
The David J. Joseph Company and Soo Line Railroad Company)

Eighty-eight (88) all steel, 100 ton twin ballast railroad cars
bearing reporting marks as follows:


MILW 341450-341549 inclusive,
excluding MILW 341453

MILW 341454
MILW 341462
MILW 341473
MILW 341481
MILW 341486
MILW 341494
MILW 341509
MILW 341512
MILW 341522
MILW 341529
MILW 341531

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 29th day of MAY, 1992, before me the subscriber, JAMES H. GOETZ, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named DOUGLAS F. McMillan to me personally known, who stated and acknowledged that he is the VICE PRESIDENT of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of MAY, 1992.


(Notary Signature)

My commission expires:
JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 10, 1995

STATE OF Minnesota)
COUNTY OF Dennepin) SS:

On this 1st day of June, 1992, before me the
subscriber, Mary R. Douglas, a Notary Public, duly
commissioned, qualified and acting, within and for said County and
State, appeared in person the within named J. Arthur
to me personally known, who stated and acknowledged that he is the
Chief Engineer of Soo Line Railroad Company,
(title) (company)
a Minnesota corporation, and duly authorized by
(state)

authority of the Board of Directors or by-laws of said corporation
in his capacity as such officer to execute and acknowledge the
foregoing instrument for and in the name and on behalf of said
corporation and further stated and acknowledged that he has so
signed, executed and delivered the foregoing instrument as the free
and voluntary act and deed of said corporation, for the considera-
tion, uses and purposes therein mentioned and set forth and desired
that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 1st day of June, 1992.

Mary R. Douglas
(Notary Signature)

My commission expires:

October 28, 1992

APPENDIX A

(For the lease dated April 1, 1977 between
The David J. Joseph Company and Soo Line Railroad Company)

Eighty-eight (88) all steel, 100 ton twin ballast railroad cars
bearing reporting marks as follows:

MILW 341450-341549 inclusive,
excluding MILW 341453

MILW 341454
MILW 341462
MILW 341473
MILW 341481
MILW 341486
MILW 341494
MILW 341509
MILW 341512
MILW 341522
MILW 341529
MILW 341531